THE HONOURABLE SRI JUSTICE C.V. RAMULU

W.P.Nos.9882 and 9974 of 2002

DATED: 04-7-2007

W.P.No.9882 of 2002

Between:

Kota Somalingam

.. Petitioner

and

A.P.S.R.T.C. rep. by its Managing Director, RTC X Roads, Hyderabad and others.

.. Respondents

W.P.No.9974 of 2002

Between:

K. Sridhar

.. Petitioner

and

A.P.S.R.T.C. rep. by its Managing Director, RTC X Roads, Hyderabad and others.

.. Respondents

THE HONOURABLE SRI JUSTICE C.V. RAMULU

W.P.Nos.9882 and 9974 of 2002

COMMON ORDER:

These two writ petitions are filed seeking a mandamus declaring the action of the respondents in issuing tender notification, dated 17.05.2002, in respect of Sweet and Bakery Stall and Canteen at Hi-tech bus station, Suryapet, as arbitrary and illegal; and consequently to direct the respondents to negotiate with the petitioners for running the Sweet Stall and Canteen at enhanced rates or in the alternative to return the E.M.D. amounts paid by the petitioners.

It appears, in both the matters, the petitioners, who stood as successful bidders in the tenders called for by the respondent Corporation, failed to execute the contract. Therefore, the impugned tender notification was issued and the E.M.D. paid by the petitioners was forfeited.

On perusal of the instructions to the bidders, which was filed as a material paper, it is clear that if the successful bidder (allottee) fails to pay the security deposit and one month's advance license fee and enter into agreement with the Corporation (Regional Manager concerned) within specified time, the allotment made in their favour is liable to be cancelled and the E.M.D. paid by him/her shall be forfeited to the Corporation without any further notice or intimation.

In the instant cases, though the petitioners stood as successful bidders, they have not fulfilled the requirements as mentioned in

clause (15) of the instructions. Therefore, the allotment made in their favour was cancelled and E.M.D. paid by them was forfeited, which cannot be said to be either arbitrary or illegal. Further, since the matters arise under a contract between the parties, writ petitions in this shape are not maintainable in view of the decision in **A.P.S.R.T.C. v. Sri Aditya Mass Communications Pvt. Ltd.**[1] and the same are liable to be closed.

Accordingly, both the writ petitions are closed. The petitioners are at liberty to approach the Civil Court and work out their remedies as available under the law.

C.V. RAMULU, J

4th July, 2007.
IBL

[1] 1997 (6) ALT 160